

Exhibit B

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13 ANHEUSER-BUSCH COMPANIES, LLC and
14 ANHEUSER-BUSCH, LLC

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

12 ANHEUSER-BUSCH COMPANIES, LLC, a
13 Delaware limited liability company, and
14 ANHEUSER-BUSCH, LLC, a Missouri
15 limited liability company,

16 v.
17 Plaintiffs,

18 JAMES ALAN CLARK, an individual,
19 Defendant.

20 Case No.
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COMPLAINT FOR;

- 1. BREACH OF CONTRACT**
- 2. MISAPPROPRIATION OF TRADE SECRETS**
- 3. RETURN OF PERSONAL PROPERTY**

DEMAND FOR JURY TRIAL

1 Plaintiffs Anheuser-Busch Companies, LLC and Anheuser-Busch, LLC (hereinafter referred
2 to collectively as “Anheuser-Busch” or the “Company”), by and through its undersigned attorneys,
3 allege, upon knowledge as to their own acts and otherwise upon information and belief, as
4 follows:

5 **OVERVIEW**

6 1. This action for breach of contract, misappropriation of trade secrets, and return of
7 personal property, seeks to redress the misappropriation of Anheuser-Busch’s confidential,
8 proprietary, and/or trade secret information by a former employee, James Alan Clark (“Clark” or
9 “Defendant”).

10 2. Defendant Clark is a former employee of Anheuser-Busch, having been employed
11 from or about November 2, 1998 until June 9, 2012. During these time periods, Clark worked in
12 several Anheuser-Busch facilities, including but not limited to, breweries in (1) Columbus, Ohio;
13 (2) Van Nuys, California; (3) Fort Collins, Colorado; (4) Fairfield, California; and (5) St. Louis,
14 Missouri. Clark had access to Anheuser-Busch’s confidential, proprietary, and/or trade secret
15 information and documents.

16 3. In addition to his duty of loyalty to his employer, Anheuser-Busch, Clark signed an
17 “Employee Agreement As To Intellectual Property and Confidentiality” (“Confidentiality
18 Agreement”) on two separate occasions. True and correct copies of the Confidentiality
19 Agreements are attached hereto as Exhibits A and B, respectively. Clause Number 6 of these
20 Confidentiality Agreements (the same except for different dates of execution) prohibited Clark
21 from removing confidential information from the premises of the Company except for Company
22 business, and required Clark to return all confidential material to Anheuser-Busch upon the
23 termination of his employment.

24 4. Clause Number 7 of the Confidentiality Agreements also prohibited Clark, at any
25 time during or after his employment at Anheuser-Busch, from using any confidential information
26 for his own benefit or disclosing any confidential information to anyone outside the Company.
27 Clause Numbers 1(b) and 1(e) of the Confidentiality Agreements defined confidential information
28 and trade secrets. Clause Number 7 of the Confidentiality Agreements also required Clark, upon

1 request for a period of three years following the termination of his employment with the
2 Company, to certify under oath in writing that he had not disclosed or used in any way any
3 confidential information. There can be no confusion on Clark's part regarding the clear meaning
4 of these provisions, particularly because Clark now is an attorney licensed to practice law in the
5 State of California.

6 5. On information and belief, Clark began preparing to leave the Company in 2012.
7 Upon information and belief, up until the date of his departure from Anheuser-Busch on or about
8 June 9, 2012, and continuing thereafter, Clark engaged in a series of acts designed to
9 misappropriate Anheuser-Busch's confidential, proprietary, and/or trade secret information. Upon
10 information and belief, Clark improperly obtained, used, transferred, and/or otherwise
11 disseminated confidential, proprietary, and/or trade secret information owned by Anheuser-Busch
12 in violation of his obligations and without Anheuser-Busch's consent. Clark did not return any
13 such information to Anheuser-Busch upon his termination, as he was required to do under the
14 terms of his Confidentiality Agreements.

15 6. On February 8, 2013, Anheuser-Busch invoked the certification provision of
16 Clark's Confidentiality Agreements, and requested that Clark provide a written certification under
17 oath that he had not used or disclosed, in any way, any confidential, proprietary, and/or trade
18 secret information learned or obtained during his employment. Clark has refused to provide the
19 written certification under oath to Anheuser-Busch. Instead, Clark has only denied, in a February
20 19, 2013 letter from his lawyer (not under oath), that he has provided any Anheuser-Busch
21 *competitor, vendor or supplier* with any Anheuser-Busch trade secret or confidential information
22 *since the end of his employment with the Company*. No written certification under oath, as
23 required by Clause 7 of the Confidentiality Agreements, has been provided to the Company stating
24 that Clark has not disclosed or used, in any way, any Company confidential information.

25 7. While Anheuser-Busch respects the rights of its employees to resign from the
26 Company and/or seek alternative sources of employment, it cannot abide the misappropriation or
27 other improper use of its confidential, proprietary, and/or trade secret information. Anheuser-
28 Busch, to protect its confidential, proprietary, and/or trade secret information, has no choice but to

1 file this complaint and seek (1) preliminary and final injunctive relief against Clark to prevent any
2 further improper disclosure or use of Anheuser-Busch confidential, proprietary, and/or trade secret
3 information; (2) preliminary and final injunctive relief against him requiring he disclose (a) the
4 names of all persons and or entities to whom he made improper disclosures or use of confidential
5 information (either during or after the termination of his employment at the Company), (b) the
6 dates and locations of any such disclosures, (c) a description of the confidential, proprietary,
7 and/or trade secret information disclosed, (d) any communications regarding or relating to such
8 disclosures, and (e) similar disclosures as to any improper use of such confidential information by
9 Clark; (3) return of any documents or information that contain Anheuser-Busch confidential,
10 proprietary, and/or trade secrets information that remain in Clark's possession or in his custody or
11 control; (4) compensatory damages for the harm proximately caused by Clark's breach of the
12 Confidentiality Agreements; and (5) punitive damages to punish and deter Clark's breach of the
13 Confidentiality Agreements.

14 **JURISDICTION AND VENUE**

15 8. Subject matter jurisdiction exists in this Court under 18 U.S.C. § 1332. Plaintiff
16 Anheuser-Busch, LLC is a limited liability company organized under the laws of the State of
17 Missouri, and Plaintiff Anheuser-Busch Companies, LLC is its sole member. Plaintiff Anheuser-
18 Busch Companies, LLC is a limited liability company organized under the laws of the State of
19 Delaware. Anheuser-Busch Companies, LLC's sole member, Anheuser-Busch InBev Worldwide
20 Inc., is a Delaware corporation with its principal place of business in St. Louis, Missouri. Thus,
21 Plaintiffs are citizens of Delaware and Missouri. Defendant Clark is a citizen of California. There
22 is complete diversity between Plaintiffs and Defendant, and the amount in controversy exceeds
23 \$75,000.

24 9. Venue in this district is proper because the primary business and residence of
25 Defendant Clark is within this district and part of the events, acts, and omissions constituting
26 Clark's unlawful taking of Anheuser-Busch's confidential, proprietary, and/or trade secret
27 information was carried on within this district.

THE PARTIES

2 10. Anheuser-Busch Companies, LLC (as successor in interest to Anheuser-Busch
3 Companies, Inc.) is a Delaware limited liability company with its principal place of business in St.
4 Louis, Missouri. Anheuser-Busch, LLC (as successor in interest to Anheuser-Busch, Inc.) is a
5 Missouri limited liability company with its principal place of business in St. Louis, Missouri.

6 11. Defendant Clark is a citizen of the State of California, with his place of business
7 and primary residence in Sacramento, California.

FACTS

9 12. After great expenditures of time, money, and effort, Anheuser-Busch has developed
10 many distinctive and proprietary techniques and innovations, as well as trademarks and designs.
11 Anheuser-Busch has used and continues to use this confidential, proprietary, and/or trade secret
12 information in connection with its business activities.

13 13. Clark was employed by Anheuser-Busch from or about November 2, 1998 through
14 June 9, 2012. During this time period, Clark worked out of at least five Anheuser-Busch
15 breweries, as set forth in Paragraph 2 above. Clark had access to Anheuser-Busch's confidential,
16 proprietary, and/or trade secret information.

17 14. In connection with Clark's hiring and continued employment, Clark twice signed
18 an "Employee Agreement As To Intellectual Property and Confidentiality." The Confidentiality
19 Agreements (the same except for different dates of execution) provide that, upon termination of
20 his employment with Anheuser-Busch, Clark would return all Anheuser-Busch confidential
21 information and would not make or keep copies, and would not disclose any Anheuser-Busch
22 confidential, proprietary, and/or trade secret information to anyone.

23 15. Clause Number 6 of the Confidentiality Agreements is entitled “RETURN OF
24 TANGIBLE PROPERTY” and explicitly imposes the following obligation upon Clark:

25 All tangible property in my custody or possession including, but not limited to,
26 biological materials, models, writings, records, drawings, blueprints, notebooks,
27 or documents, containing any Confidential Information, Invention or which
28 embodies a Copyright Work is the exclusive property of the Company, shall not

1 be copied or removed from the premises of the Company except for Company
2 business, and shall be delivered to the Company without keeping any copies or
3 any portions thereof on the termination of my employment.

4 16. Clause Number 7 of the Confidentiality Agreements is entitled
5 “NONDISCLOSURE OF CONFIDENTIAL INFORMATION” and explicitly imposes the
6 obligation on Clark to certify compliance with the Confidentiality Agreements:

7 Unless the Company consents or directs me otherwise in writing, I will not at any
8 time during or after my employment with the Company use any Confidential
9 Information for my own benefit or disclose any Confidential Information to
10 anyone outside the Company or to any employee of the Company not also having
11 authorized access to such Confidential Information nor shall I direct anyone else
12 to do such things. In addition, for a period of three (3) years following the
13 termination of my employment with the Company and upon its request, I will
14 certify under oath in writing that I have not disclosed or used in any way any
15 Confidential Information.

16 17. Clause Number 1(b) of the Confidentiality Agreements defines confidential
17 information as follows:

18 “Confidential information” means any information, including but not limited to a
19 Trade Secret, disclosed to me or known by me (1) through or in the course of my
20 employment with the Company, (2) not generally known outside the Company,
21 and (3) relating to the actual or anticipated business of the Company.

22 18. Clause Number 1(e) of the Confidentiality Agreements defines trade secret as
23 follows:

24 “Trade secret” means information, including a formula, pattern, drawing,
25 compilation, program, device, method, technique, process, cost data or customer
26 list, that (1) derives economic value, actual or potential, from not being generally
27 known to the public or to persons who can obtain economic value from its
28 disclosure or use and (ii) is the subject of efforts that are reasonable under the

1 circumstances to maintain its secrecy.

2 19. Further, under Clause Number 9 of the Confidentiality Agreements, defendant
3 Clark acknowledged by signing that "I agree that my failure to perform any obligation in this
4 Agreement will cause immediate and irreparable damage to the Company, that there is no
5 adequate remedy at law for such failure, and that in the event of such failure the Company shall be
6 entitled to injunctive relief and such other relief as may be just and proper."

7 20. Clark is particularly aware of his contractual confidentiality obligations because he
8 is now licensed as an attorney in the State of California. Although Clark was not employed in a
9 legal capacity by Anheuser-Busch, he sought and obtained his legal degree and California State
10 Bar license during the time that he was employed with the Company. On information and belief,
11 Clark is currently practicing law as an attorney.

12 21. Despite Clark's knowledge that Anheuser-Busch seeks to protect the confidentiality
13 of its confidential, proprietary, and/or trade secret information, and ensure that such information is
14 protected from disclosure, Anheuser-Busch alleges, upon information and belief, that Clark
15 obtained and removed, otherwise misappropriated and wrongfully kept, disclosed, and/or used
16 such Company confidential, proprietary, and/or trade secret information, prior to the termination
17 of his employment, and since the termination of his employment. Upon information and belief,
18 Clark did these acts surreptitiously and without Anheuser-Busch's knowledge or consent. Clark
19 did not notify Anheuser-Busch nor did he deliver any such confidential, proprietary, and/or trade
20 secret information to Anheuser-Busch upon the termination of his employment. Upon information
21 and belief, Anheuser-Busch alleges that Clark's conduct not only violated his duty of loyalty to
22 Anheuser-Busch, but also violated his contractual and legal obligations to Anheuser-Busch. On
23 information and belief, Clark has wrongfully misappropriated, disclosed, disseminated, and/or
24 used Anheuser-Busch's confidential, proprietary, and/or trade secret information.

25 22. On February 8, 2013, Anheuser-Busch invoked the certification provision of
26 Clark's Confidentiality Agreements due to its belief that Clark violated the provisions of his
27 Confidentiality Agreements by improperly using or disclosing, in any way, confidential, propriety,
28 and/or trade secret information of the Company. Anheuser-Busch's written correspondence to

1 Clark requested Clark to “return forthwith any confidential Anheuser-Busch materials in your
2 possession in hard copy or electronic form or any other form.” Anheuser-Busch’s letter also
3 requested that Clark “certify, under oath and in writing, that you have not disclosed or used in any
4 way confidential information learned or obtained during your employment.” Anheuser-Busch’s
5 letter enclosed copies of Clark’s signed Confidentiality Agreements, which require Clark to so
6 certify.

7 23. Clark has refused to provide the written certification under oath to Anheuser-
8 Busch. Instead, Clark has only denied, in a February 19, 2013 letter from his lawyer (not under
9 oath), that he has provided any Anheuser-Busch *competitor, vendor or supplier* with any
10 Anheuser-Busch trade secret or confidential information *since the end of his employment with the*
11 *Company.* Clark has not, as of this date of this complaint, provided to the Company any written
12 certification under oath, as required by Clause 7 of the Confidentiality Agreements, that Clark has
13 not disclosed or used, in any way, any Company confidential information.

FIRST CLAIM FOR RELIEF
FOR BREACH OF CONTRACT

16 24. Anheuser-Busch realleges paragraphs 1-23, above, and incorporates them as if fully
17 set forth herein.

18 25. As a condition of his employment with Anheuser-Busch, Clark twice signed and
19 agreed to be bound by the terms of an “Employee Agreement As To Intellectual Property and
20 Confidentiality.” The Confidentiality Agreements constitute valid, binding, and enforceable
21 contracts that require Clark to maintain the secrecy of Anheuser-Busch’s confidential, proprietary,
22 and/or trade secret information, and to return all such information, documents, and property of
23 Anheuser-Busch upon the termination of Clark’s employment.

24 26. At all relevant times, Anheuser-Busch performed its duties with respect to the
25 Confidentiality Agreements.

26 27. Upon information and belief, defendant Clark breached and has continued to breach
27 his obligations to maintain the confidentiality of Anheuser-Busch's confidential, proprietary,
28 and/or trade secret information under the Confidentiality Agreements. Upon information and

1 belief, Clark breached his contractual obligations by (a) taking information belonging to
2 Anheuser-Busch without its knowledge or authorization, and for reasons unrelated to his
3 performance of his duties with Anheuser-Busch, (b) failing to return Anheuser-Busch's
4 confidential information upon the termination of Clark's employment, and/or (c) on information
5 and belief, wrongfully using, disseminating, or disclosing Anheuser-Busch's confidential,
6 proprietary, and/or trade secret information.

7 28. On February 8, 2013, Anheuser-Busch invoked the certification provision of
8 Clark's Confidentiality Agreements due to its belief that Clark violated the provisions of his
9 Confidentiality Agreements by improperly using or disclosing, in any way, confidential, propriety,
10 and/or trade secret information of the Company. Anheuser-Busch's written correspondence to
11 Clark requested Clark to "return forthwith any confidential Anheuser-Busch materials in your
12 possession in hard copy or electronic form or any other form." Anheuser-Busch's letter also
13 requested that Clark "certify, under oath and in writing, that you have not disclosed or used in any
14 way confidential information learned or obtained during your employment." Anheuser-Busch's
15 letter enclosed copies of Clark's signed Confidentiality Agreements, which require Clark to so
16 certify.

17 29. Clark has refused to provide the written certification under oath to Anheuser-
18 Busch. Instead, Clark has only denied, in a February 19, 2013 letter from his lawyer (not under
19 oath), that he has provided any Anheuser-Busch *competitor, vendor or supplier* with any
20 Anheuser-Busch trade secret or confidential information *since the end of his employment with the*
21 *Company*. Clark has not, as of this date of this complaint, provided to the Company any written
22 certification under oath, as required by Clause 7 of the Confidentiality Agreements, that Clark has
23 not disclosed or used, in any way, any Company confidential information. As such, Clark has
24 further breached the terms of his Confidentiality Agreements by refusing to provide the required
25 certification provided for in Clause Number 7.

26 30. As a direct and proximate result of the wrongful conduct by Defendant Clark,
27 Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and economic
28 damages. Such damages include, but are not limited to, (1) the value of the Company

1 confidential, proprietary, and/or trade secret information wrongfully disclosed or used and harm
2 caused by such wrongful disclosure and/or use and (2) legal expenses incurred as a foreseeable
3 consequence of Clark's breach of his contractual obligations not to improperly disclose or use, in
4 any way, Anheuser-Busch's confidential, proprietary, and/or trade secrets information.

5 **SECOND CLAIM FOR RELIEF**

6 **FOR MISAPPROPRIATION OF TRADE SECRETS**

7 31. Anheuser-Busch realleges paragraphs 1-30, above, and incorporates them as if fully
8 set forth herein.

9 32. Anheuser-Busch enjoys an advantage over its existing and potential future
10 competitors due to the trade secret information it has developed in becoming the leading American
11 brewer.

12 33. Anheuser-Busch has made reasonable efforts under the circumstances to preserve
13 the confidentiality of its trade secrets. Such information derives economic value from not being
14 known to members of the general public or to other persons who may be able to obtain economic
15 value from the disclosure and/or use of Anheuser-Busch's trade secrets. For these reasons,
16 Anheuser-Busch's confidential information is defined and protected as "trade secrets" under
17 California's Uniform Trade Secret Act (Cal. Civ. Code § 3426 *et seq.*).

18 34. Pursuant to Clark's Confidentiality Agreements, Clark was and remains under a
19 duty to keep Anheuser-Busch's confidential, proprietary, and/or trade secret information secret
20 and not improperly disclose or use it in any way. Upon information and belief, Anheuser-Busch
21 alleges that by wrongfully taking, disclosing and/or using such confidential trade secret
22 information, Clark has knowingly misappropriated, disclosed, and wrongfully used Anheuser-
23 Busch trade secrets in breach of his Confidentiality Agreements and duty of loyalty to Anheuser-
24 Busch. Clark's actions constitute willful misappropriation of trade secrets under California's
25 Uniform Trade Secret Act.

26 35. Clark's misappropriation was and is being carried out without the express or
27 implied consent of Anheuser-Busch.
28

1 36. Clark's misappropriation is causing and will cause irreparable harm to Anheuser-
2 Busch unless and until it is enjoined by the Court. Anheuser-Busch has suffered the loss of its
3 intellectual property as well as the potential loss of its current and future business and sales.

4 37. Anheuser-Busch has no adequate remedy at law for the injuries being suffered
5 because it will be difficult to quantify in dollars the losses described above, Clark's wrongful
6 conduct is ongoing, and Clark will continue to engage in his acts of misappropriation unless he is
7 enjoined from engaging in any further acts of misappropriation.

8 38. As a direct and proximate result of the wrongful conduct by Defendant Clark,
9 Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and economic
10 damages. Such damages include, but are not limited to, (1) the value of the Company
11 confidential, proprietary, and/or trade secret information wrongfully disclosed or used and harm
12 caused by such wrongful disclosure and/or use and (2) legal expenses incurred as a foreseeable
13 consequence of Clark's breach of his contractual obligations not to improperly disclose or use, in
14 any way, Anheuser-Busch's confidential, proprietary, and/or trade secrets information.

15 39. Each of the acts of misappropriation was done willfully and maliciously by Clark,
16 thereby entitling Anheuser-Busch to punitive or exemplary damages, and/or attorneys fees
17 pursuant to California Civil Code § 3246.3(c).

THIRD CLAIM FOR RELIEF

FOR RETURN OF PERSONAL PROPERTY

20 40. Anheuser-Busch realleges paragraphs 1-39, above, and incorporates them as if fully
21 set forth herein.

22 41. California Civil Code § 3380 provides that “[a]ny person having the possession or
23 control of a particular article of personal property, of which he is not the owner, may be compelled
24 specifically to deliver it to the person entitled to its immediate possession.” California Civil Code
25 § 3379 provides that “[a] person entitled to the immediate possession of specific personal property
26 may recover the same in the manner provided by the Code of Civil Procedure.” Code of Civil
27 Procedure § 667 provides for an action to recover personal property and the California claim and
28 delivery sections of the Code of Civil Procedure (Cal. Code of Civ. P. § 511.010 *et seq.*) provide

1 for the issuance of a writ of possession to compel the return of personal property as a provisional
2 remedy.

3 42. Upon the termination of Defendant Clark's employment on or about June 9, 2012,
4 Anheuser-Busch was, and still is, entitled to the immediate possession of all Anheuser-Busch
5 confidential, proprietary, and/or trade secret information that was within Clark's possession or
6 control, including but not limited to, any biological materials, models, writings, records, drawings,
7 blueprints, notebooks, or documents.

8 43. Upon information and belief, upon the termination of Defendant Clark's
9 employment on or about June 9, 2012, Clark wrongfully and without Anheuser-Busch's consent
10 took possession of confidential, proprietary, and/or trade secret information belonging to
11 Anheuser-Busch. Since that date, Clark has been, and now is, in wrongful possession of such
12 property in violation of Anheuser-Busch's right to immediate possession. On information and
13 belief, Clark disclosed confidential, proprietary, and/or trade secret information to others before or
14 after his departure from the Company, and such information and/or materials remains in Clark's
15 control.

16 44. As a direct and proximate result of the wrongful conduct by Defendant Clark,
17 Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and economic
18 damages. Such damages include, but are not limited to, (1) the value of the Company
19 confidential, proprietary, and/or trade secret information wrongfully disclosed or used and harm
20 caused by such wrongful disclosure and/or use and (2) legal expenses incurred as a foreseeable
21 consequence of Clark's breach of his contractual obligations not to improperly disclose or use, in
22 any way, Anheuser-Busch's confidential, proprietary, and/or trade secrets information.

23 45. In taking, wrongfully possessing, and detaining Anheuser-Busch property, the
24 conduct of Clark is despicable conduct that was carried on with a willful and conscious disregard
25 of the rights of Anheuser-Busch that has subjected Anheuser-Busch to cruel and unjust hardship in
26 conscious disregard of its rights. Anheuser-Busch is accordingly entitled to an award of punitive
27 or exemplary damages, including, but not limited to an award of exemplary damages under
28 California Civil Code § 3294.

PRAAYER FOR RELIEF

WHEREFORE, Anheuser-Busch prays for judgment against Clark, as follows:

46. For possession of personal property as requested herein;

47. As a direct and proximate result of the wrongful conduct by Defendant Clark,

5 Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and seeks
6 preliminary relief against Clark in the form of claim and delivery of personal property, including
7 but not limited to, the issuance of a writ of possession to compel the return of personal property
8 under California Code of Civil Procedure §§ 511.010 *et seq.*;

48. As a direct and proximate result of the wrongful conduct by Defendant Clark,

Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and seeks preliminary and permanent injunctive relief against Clark that: (1) orders him immediately restrained from obtaining, accessing, using, restraining, or disclosing to anyone any of Anheuser-Busch's data, documents, and/or property taken from or belonging to Anheuser-Busch that is in any such person's possession, custody, or control; (2) orders him immediately restrained from accessing, retrieving, copying, transmitting, or disclosing any copies of Anheuser-Busch's data, documents, or copies taken from or belonging to Anheuser-Busch; (3) orders him, as to any improper disclosure or use, to disclose (a) the names of all persons and or entities to whom they made improper disclosures of confidential, proprietary, and/or trade secret information (either during or after the termination of his employment at the Company), (b) the dates and locations of any such disclosures, (c) a description of the confidential, proprietary, and/or trade secret information disclosed, (d) any communications regarding or relating to such disclosures, and, (e) similar disclosures as to any improper use of such confidential information by Clark; and, (4) orders him to immediately return of all personal property belonging to Anheuser-Busch, in forensically sound fashion and preserving all metadata;

25 49. For compensatory and punitive damages, including but not limited to, an award of
26 exemplary damages under California Civil Code § 3246.3 and § 3294;

27 50. For reasonable attorneys' fees, and all costs, expenses and disbursements,

including, without limitation, filing fees and reasonable costs of suit, including but not limited to,

1 an award of attorneys' fees, costs, expenses and disbursements under California Civil Code
2 § 3246.3(c);

3 51. For court approval of expedited discovery from Clark; and

4 52. For such other and further relief as this Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Anheuser-Busch hereby demands a jury trial on all claims for relief.

7 DATED: March 1, 2013

8 KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

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10 By: _____ /S/
11 MARCUS S. TOPEL
12 Counsel for Plaintiffs
13 ANHEUSER-BUSCH COMPANIES, LLC and
14 ANHEUSER-BUSCH, LLC
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EXHIBIT A



ANHEUSER-BUSCH
COMPANIES

Employee Agreement
As To Intellectual Property and Confidentiality

1. DEFINITIONS.

(a) "Company" means Anheuser-Busch Companies, Inc., its subsidiaries, divisions and affiliates, and successors to any of them;

(b) "Confidential Information" means any information, including but not limited to a Trade Secret, disclosed to me or known by me (1) through or in the course of my employment with the Company, (2) not generally known outside the Company, and (3) relating to the actual or anticipated business of the Company.

(c) "Invention" means any new or useful discovery or improvement relating to any article, product, process, design, device, biological material, or machinery, whether or not patentable, and all related know-how, made or conceived by me alone or with others during the course of my employment with the Company which (1) relates to the actual or anticipated business of the Company at the time of the conception or (2) results from or is suggested by any work which I have done or may do for the Company or (3) is made or conceived, either in part or entirely, on time for which I was paid by the Company or using resources of the Company.

(d) "Copyright Work" means any original work of authorship for which copyright protection is available and which I prepared within the scope of my employment.

(e) "Trade Secret" means information, including a formula, pattern, drawing, compilation, program, device, method, technique, process, cost data or customer list, that (1) derives economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. CONSIDERATION.

In consideration of my employment or continued employment by the Company and the salary or wages paid for my services during such employment, I agree to comply fully with the provisions of this Agreement.

3. NOTICE.

I will communicate to the Company promptly and fully any Invention.

4. OWNERSHIP OF RIGHTS.

The Company shall own any Confidential Information, Invention and Copyright Work. Copyright Work shall be a "work made for hire" under the copyright law, and the Company shall be the author of the Copyright Work. The Company's ownership rights in this Agreement shall be in addition to the Company's common law rights.

5. ASSIGNMENTS/APPLICATIONS.

Upon the request of the Company at any time during or after my employment, I will: (a) promptly assign any right title or interest I may have in and to any Confidential Information, Trade Secret, Invention or Copyright Work; (b) promptly and fully assist the Company in the preparation and filing of any patent, copyright or other application for the protection of any Invention or Copyright Work; and (c) promptly sign all lawful papers, take all lawful oaths and do all lawful acts requested by the Company in connection with the protection of any Confidential Information, Trade Secret, Invention or Copyright Work, at Company's cost.

6. RETURN OF TANGIBLE PROPERTY.

All tangible property in my custody or possession including, but not limited to, biological materials, models, writings, records, drawings, blueprints, notebooks, or documents, containing any Confidential Information, Invention or which embodies a Copyright Work is the exclusive property of the Company, shall not be copied or removed from the premises of the Company except for Company business, and shall be delivered to the Company without keeping any copies or any portions thereof on the termination of my employment.

7. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Unless the Company consents or directs me otherwise in writing, I will not at any time during or after my employment with the Company use any Confidential Information for my own benefit or disclose any Confidential Information to anyone outside the Company or to any employee of the Company not also having authorized access to such Confidential Information nor shall I direct anyone else to do such things. In addition, for a period of three (3) years following the termination of my employment with the Company and upon its request, I will certify under oath in writing that I have not disclosed or used in any way any Confidential Information. After this three (3) year period, the obligation not to use or disclose Confidential Information which incorporates a Company Trade Secret will remain in full force and effect.

8. NONCOMPETITION DURING EMPLOYMENT.

During my employment with the Company, I will not directly or indirectly compete with the Company as an individual or as an employee of another entity in the development, production, marketing, performance or servicing of any product or service with which the Company is involved or becomes involved nor will I aid others in any such acts.

9. ENFORCEMENT OF OBLIGATIONS.

I agree that my failure to perform any obligation in this Agreement will cause immediate and irreparable damage to the Company, that there is no adequate remedy at law for such failure, and that in the event of such failure the Company shall be entitled to injunctive relief and such other relief as may be just and proper.

10. DISCLOSURE OF INVENTIONS.

(a) I represent that there are no unpatented inventions made or conceived by me before entering into employment with the Company which are related to the Company's business except those listed below, which inventions are excluded from this agreement.

(b) I agree to disclose all of my inventions which I believe are not inventions as defined in this Agreement, made solely by me or jointly with others during the term of my employment, provided the Company agrees to receive the same in confidence.

11. SEVERABILITY.

If any part of this Agreement is declared void or unenforceable in any portion of the United States of America, such part is severable from this Agreement and remains in full force and effect for the geographic area in which the part is valid, and the remainder of this Agreement shall remain in full force and effect in all geographic areas.

12. SUPERSEDE PRIOR AGREEMENTS.

This Agreement by me supersedes any prior agreements by me relating generally to the same subject matter, if any, and shall be binding upon my heirs, executors, administrators or other legal representatives or assigns.

11/2/98

Date

James Alvin Clark

PRINT NAME

DISCLOSURE OF INVENTIONS
PRIOR TO EMPLOYMENT

280-86-2889

SOCIAL SECURITY NUMBER

James A. Clark

SIGNATURE

(attach additional sheet if necessary)

EXHIBIT B



ANHEUSER-BUSCH
COMPANIES

Employee Agreement As To Intellectual Property and Confidentiality

1. DEFINITIONS.

(a) "Company" means Anheuser-Busch Companies, Inc., its subsidiaries, divisions and affiliates, and successors to any of them;

(b) "Confidential Information" means any information, including but not limited to a Trade Secret, disclosed to me or known by me (1) through or in the course of my employment with the Company, (2) not generally known outside the Company, and (3) relating to the actual or anticipated business of the Company.

(c) "Invention" means any new or useful discovery or improvement relating to any article, product, process, design, device, biological material, or machinery, whether or not patentable, and all related know-how, made or conceived by me alone or with others during the course of my employment with the Company which (1) relates to the actual or anticipated business of the Company at the time of the conception or (2) results from or is suggested by any work which I have done or may do for the Company or (3) is made or conceived, either in part or entirely, on time for which I was paid by the Company or using resources of the Company.

(d) "Copyright Work" means any original work of authorship for which copyright protection is available and which I prepared within the scope of my employment.

(e) "Trade Secret" means information, including a formula, pattern, drawing, compilation, program, device, method, technique, process, cost data or customer list, that (1) derives economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. CONSIDERATION.

In consideration of my employment or continued employment by the Company and the salary or wages paid for my services during such employment, I agree to comply fully with the provisions of this Agreement.

3. NOTICE.

I will communicate to the Company promptly and fully any Invention.

4. OWNERSHIP OF RIGHTS.

The Company shall own any Confidential Information, Invention and Copyright Work. Copyright Work shall be a "work made for hire" under the copyright law, and the Company shall be the author of the Copyright Work. The Company's ownership rights in this Agreement shall be in addition to the Company's common law rights.

5. ASSIGNMENTS/APPLICATIONS.

Upon the request of the Company at any time during or after my employment, I will: (a) promptly assign any right title or interest I may have in and to any Confidential Information, Trade Secret, Invention or Copyright Work; (b) promptly and fully assist the Company in the preparation and filing of any patent, copyright or other application for the protection of any Invention or Copyright Work; and (c) promptly sign all lawful papers, take all lawful oaths and do all lawful acts requested by the Company in connection with the protection of any Confidential Information, Trade Secret, Invention or Copyright Work, at Company's cost.

6 RETURN OF TANGIBLE PROPERTY.

All tangible property in my custody or possession including, but not limited to, biological materials, models, writings, records, drawings, blueprints, notebooks, or documents, containing any Confidential Information, Invention or which embodies a Copyright Work is the exclusive property of the Company, shall not be copied or removed from the premises of the Company except for Company business, and shall be delivered to the Company without keeping any copies or any portions thereof on the termination of my employment.

7. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

Unless the Company consents or directs me otherwise in writing, I will not at any time during or after my employment with the Company use any Confidential Information for my own benefit or disclose any Confidential Information to anyone outside the Company or to any employee of the Company not also having authorized access to such Confidential Information nor shall I direct anyone else to do such things. In addition, for a period of three (3) years following the termination of my employment with the Company and upon its request, I will certify under oath in writing that I have not disclosed or used in any way any Confidential Information. After this three (3) year period, the obligation not to use or disclose Confidential Information which incorporates a Company Trade Secret will remain in full force and effect.

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This Agreement by me supersedes any prior agreements by me relating generally to the same subject matter, if any, and shall be binding upon my heirs, executors, administrators or other legal representatives or assigns.

6-8-99

Date

James W Clark

PRINT NAME

DISCLOSURE OF INVENTIONS
PRIOR TO EMPLOYMENT

280-86-2889

SOCIAL SECURITY NUMBER

(attach additional sheet if necessary)

James W Clark